

## **MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Scotland Meadows, LLC to North Easton Savings Bank, said Mortgage being dated March 29, 2019, and duly recorded with Plymouth County Registry of Deeds at Book 50952, Page 325, of which Mortgage the undersigned, North Easton Savings Bank is the present holder, for breach of conditions contained in said Mortgage and for the purpose of foreclosing, the same will be sold, all and singular, at Public Auction at Three Jasmine Way, Bridgewater, Massachusetts, at 11:00 am on June 24, 2025, the premises described in said mortgage to wit:

The land situated in Bridgewater, Plymouth County, Massachusetts show as lots 1 through 24 inclusive, the fee in Jasmine Way, and Parcel B shown on a plan entitled "SITE DEVELOPMENT PERMIT PLAN SCOTLAND MEADOWS BRIDGEWATER, MASSACHUSETTS MODIFIED LOT LAYOUT PLAN" prepared by Eastern Land Survey Assoc., Inc., dated November 19, 2013, recorded with the Plymouth County Registry of Deeds in Plan Book 58, Page 706. Together with easements, conditions and restrictions as shown on said Plan.

Together with the right to use Jasmine Way for all purposes for which ways are used in the Town of Bridgewater.

Also together with the benefit of a comprehensive permit issued pursuant to M.G.L. Chapter 40B together with all rights of development associated therewith which permit is recorded with the Plymouth County Registry of Deeds in Book 44319, Page 203.

For Mortgagor's title see deed of New England Heritage Property Corp., dated September 27, 2011, recorded with the Plymouth County Registry of Deeds in Book 40378, Page 227.

There is also included in the sale all equipment and fixtures situated on the above-described premises to the extent the same are part of the realty.

Said premises will be conveyed subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any there be.

Said premises will also be subject to any leases and tenancies having priority over said mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction which tenancies or occupation are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances. Said premises will also be subject to any and all Title 5 standard requirements.

## TERMS OF SALE:

The highest bidder shall be required to deposit cash or certified check in the amount \$30,000.00 at the time and place of sale, the balance to be paid in full in or within thirty (30) days thereafter to be deposited in escrow with counsel for the mortgagee pending delivery of a foreclosure deed which shall be mortgagee's only further responsibility. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at the Auction sale. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the next highest bidder that shall successfully deposit with Mortgagee's attorneys, Ruberto, Israel & Weiner, P.C., the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder, the balance to be paid in or within thirty (30) days to be deposited, and deed to be transferred, as outlined hereinabove.

The deposit paid at the time of the sale shall be forfeited if the purchaser does not comply strictly with the terms of the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

Other terms to be announced at the time and place of sale.

Date: May 27, 2025

NORTH EASTON SAVINGS BANK  
Present Holder of said Mortgage  
By its Counsel,

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James C. Fox, Esquire  
Ruberto, Israel & Weiner, P.C.  
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